

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Criminal No. 4:12-CR-116
)	
v.)	
)	PLEA AGREEMENT
BEVERLY JOAN DERONDE,)	
)	
Defendant.)	

The United States of America (also referred to as "the Government") and the Defendant, Beverly Joan DeRonde, and Defendant's Attorney, enter into this Plea Agreement.

A. CHARGES

1. Subject Offense. Defendant will plead guilty to Count 7 of the Indictment, that is, mail fraud, in violation of Title 18, United States Code, §1341. Defendant also agrees to forfeiture of the property found in her residence and her storage unit, and any property gifted to other individuals, that was purchased with proceeds obtained as a result of the mail fraud offense.

2. Charges Being Dismissed. If the Court accepts this Plea Agreement, Counts 1-6 and 8-12 will be dismissed at the time of sentencing.

3. No Further Prosecution. The Government agrees that Defendant will not be charged in the Southern District of Iowa with any other federal criminal offense arising from or directly relating to this investigation. This paragraph and this Plea Agreement do not apply to (1) any criminal act occurring after the date of this agreement, or (2) any crime of violence.

B. MAXIMUM PENALTIES

4. Maximum Punishment. Defendant understands that the crime to which she is pleading guilty carries a maximum sentence of up to twenty (20) years in prison; a maximum fine of \$250,000.00; and a term of supervised release of up to three (3) years. A mandatory special assessment of \$100 also must be imposed by the sentencing court.

5. Supervised Release – Explained. Defendant understands that, during any period of supervised release or probation, Defendant will be under supervision and will be required to comply with certain conditions. If Defendant were to violate a condition of supervised release, she could be sentenced to an additional term of imprisonment, without any credit for time previously served.

C. NATURE OF THE OFFENSE – FACTUAL BASIS

6. Elements Understood. Defendant understands that to prove the offense alleged under Count 7, mail fraud, the Government would be required to prove beyond a reasonable doubt the following elements:

- (1) the Defendant voluntarily and intentionally devised or made up a scheme or artifice to defraud another out of money, property or property rights, or devised or participated in a scheme to obtain money, property, or property rights by means of material false representations or promises;
- (2) the Defendant did so with the intent to defraud; and
- (3) the Defendant used, or caused to be used, the mail in furtherance of, or in an attempt to carry out, some essential step in the scheme.

7. Factual Stipulations. Attached hereto as Attachment “A”, and incorporated by reference herein, are factual stipulations entered into between the parties, including the factual

stipulations of Defendant's offense conduct relating to the subject offense. Defendant acknowledges that these statements are true.

8. Truthfulness of Factual Basis. Defendant understands that, during the change of plea hearing, the judge and the prosecutor may ask her questions under oath about the offense to which she is pleading guilty, in the presence of her attorney. Defendant understands that she must answer these questions truthfully, and that she can be prosecuted for perjury if she gives any false answers.

9. Venue. Defendant agrees that venue for this case is proper for the United States District Court for the Southern District of Iowa.

D. SENTENCING

10. Sentencing Guidelines. Defendant understands that her sentence will be determined by the Court after considering the advisory United States Sentencing Guidelines, together with other factors set forth by law. The Sentencing Guidelines establish a sentencing range based upon factors determined to be present in the case, which include, but are not limited to the following:

- (a) the nature of the offense to which Defendant is pleading guilty;
- (b) the amount of money involved;
- (c) whether sophisticated means were used to commit all or part of the offense;
- (d) abuse of a position of public or private trust; and
- (e) acceptance or lack of acceptance of responsibility.

Defendant understands that, under some circumstances, the Court may "depart" or "vary" from the Sentencing Guidelines and impose a sentence more severe or less severe than provided by the

Guidelines, up to the maximum in the statute of conviction. Defendant has discussed the Sentencing Guidelines with her attorney.

11. Acceptance of Responsibility. The Government agrees to recommend that Defendant receive credit for acceptance of responsibility under USSG § 3E1.1. The Government reserves the right to oppose a reduction under § 3E1.1 if after the plea proceeding Defendant obstructs justice, fails to cooperate fully and truthfully with the United States Probation Office, attempts to withdraw her plea, or otherwise engages in conduct not consistent with acceptance of responsibility. If the base offense level is 16 or above, as determined by the Court, the Government agrees that Defendant should receive a 3-level reduction, based on timely notification to the Government of Defendant's intent to plead guilty.

12. Presentence Report. Defendant understands that the Court may defer a decision as to whether to accept this Plea Agreement until after a Presentence Report has been prepared by the United States Probation Office, and after Defendant's attorney and the Government have had an opportunity to review and challenge the Presentence Report. The parties are free to provide all relevant information to the Probation Office for use in preparing a Presentence Report.

13. Evidence at Sentencing. The parties may make whatever comment and evidentiary offer they deem appropriate at the time of sentencing and entry of plea, provided that such offer or comment does not violate any other provision of this Plea Agreement. Nothing in this Plea Agreement restricts the right of Defendant or any victim to make an allocution statement, to the extent permitted under the Federal Rules of Criminal Procedure, nor does this

Plea Agreement convey any rights to appear at proceedings or make statements that do not otherwise exist.

14. Sentence to be Decided by Judge – No Promises. This Plea Agreement is entered pursuant to Rule 11(c)(1)(A) of the Federal Rules of Criminal Procedure. Defendant understands that the final sentence, including the application of the Sentencing Guidelines and any upward or downward departures, is within the sole discretion of the sentencing judge, and that the sentencing judge is not required to accept any factual or legal stipulations agreed to by the parties. Any estimate of the possible sentence to be imposed, by a defense attorney or the Government, is only a prediction, not a promise, and is not binding. Therefore, it is uncertain at this time what each Defendant's actual sentence will be.

15. No Right to Withdraw Plea. Defendant understands that she will have no right to withdraw her plea if the sentence imposed, or the application of the Sentencing Guidelines, is other than what she anticipated, or if the sentencing judge declines to follow the parties' recommendations.

E. FORFEITURE, FINES, COSTS AND RESTITUTION

24. Forfeiture. Defendant agrees to forfeiture of the property identified in the Indictment, including the property found in her residence and storage unit, and all property gifted to other individuals, that was purchased with proceeds obtained as a result of the mail fraud offense. Defendant also agrees to the entry of a money judgment against her equal to the amount of restitution the court finds at sentencing, representing the amount of proceeds obtained as a result of the mail fraud offense, less the approximate value of the items obtained from her residence and storage unit, and the property gifted to other individuals.

25. Waivers Regarding Forfeiture. Defendant waives all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds. Defendant further agrees that the forfeiture provisions of this Plea Agreement are intended to, and will, survive Defendant notwithstanding the abatement of any underlying criminal conviction after execution of this Plea Agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if Defendant had survived and that determination shall be binding upon Defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

26. Consent to Judgment of Forfeiture. Defendant agrees to waive all interest in assets subject to this Plea Agreement in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands that the forfeiture of assets is part of the sentence that may be imposed in this case.

27. Fines and Costs. Issues relating to fines and/or costs of incarceration are not dealt with in this agreement, and the parties are free to espouse their respective positions at sentencing.

28. Special Assessment. Defendant agrees to pay the mandatory special assessment of \$100 at or before the time of sentencing, as required by 18 U.S.C. § 3013.

29. Restitution. Defendant agrees that the Court should impose an order of restitution for all relevant conduct in an amount to be determined by the Court; that such order of restitution shall be due and payable immediately; and that if Defendant is not able to make full payment immediately, she shall cooperate with the United States Probation Office in establishing an appropriate payment plan, which shall be subject to the approval of the Court, and thereafter in making the required payments. Any such payment plan does not preclude the Government from utilizing any collections procedures pursuant to the Federal Debt Collections Act and including the Treasury offset program.

30. Financial Statement. Defendant agrees to complete truthfully and in full a financial statement provided by the U.S. Attorney's Office, and return the financial statement to the U.S. Attorney's Office within 30 days of the filing of this Plea Agreement.

F. LIMITED SCOPE OF AGREEMENT

31. Limited Scope of Agreement. This Plea Agreement does not limit, in any way, the right or ability of the Government to investigate or prosecute Defendant for crimes occurring outside the scope of this Plea Agreement. Additionally, this Plea Agreement does not preclude the Government from pursuing any civil or administrative matters against Defendant, including, but not limited to, civil tax matters and civil forfeiture which arise from, or are related to, the facts upon which this investigation is based.

32. Agreement Limited to Southern District of Iowa. This Plea Agreement is limited to the United States Attorney's Office for the Southern District of Iowa, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities.

33. Victims not a Party to this Agreement. Defendant understands that the victims, (those listed in the Indictment and those part of relevant conduct) are not a party to this Plea Agreement, and that the “loss” and “restitution” amounts applicable to this criminal case do not resolve any claims that these victims may have against Defendant. Defendant understands that the victims remain free to pursue all lawful civil remedies they may deem appropriate.

G. WAIVER OF TRIAL, APPEAL AND POST-CONVICTION RIGHTS

34. Trial Rights Explained. Defendant understands that this guilty plea waives the right to:

- (a) continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;
- (b) a speedy and public trial by jury, which must unanimously find Defendant guilty before there can be a conviction;
- (c) the assistance of an attorney at all stages of trial and related proceedings, to be paid at Government expense if Defendant cannot afford to hire an attorney;
- (d) confront and cross-examine adverse witnesses;
- (e) present evidence and to have witnesses testify on behalf of Defendant, including having the court issue subpoenas to compel witnesses to testify on Defendant’s behalf;
- (f) not testify or have any adverse inferences drawn from the failure to testify (although Defendant also has the right to testify, if Defendant so chooses); and
- (g) if Defendant is convicted, the right to appeal, with the assistance of an attorney, to be paid at Government expense if Defendant cannot afford to hire an attorney.

35. Waiver of Appeal and Post-Conviction Review. Defendant knowingly and expressly waives any and all rights to appeal Defendant’s conviction in this case, including a

waiver of all motions, defenses and objections which Defendant could assert to the charges or to the court's entry of judgment against Defendant; except that both Defendant and the United States preserve the right to appeal any sentence imposed by the district court, to the extent that an appeal is authorized by law. Also, Defendant knowingly and expressly waives any and all rights to contest her conviction in any post-conviction proceedings, including any proceedings under 28 U.S.C. § 2255. These waivers are full and complete, except that they do not extend to the right to appeal or seek post-conviction relief based on grounds of ineffective assistance of counsel or prosecutorial misconduct not known to Defendant, or reasonably knowable, at the time of entering this Plea Agreement.

H. VOLUNTARINESS OF PLEA AND OPPORTUNITY TO CONSULT WITH COUNSEL

36. Voluntariness of Plea. Defendant represents that her decision to plead guilty is her own, voluntary decision, and that the following is true:

- (a) Defendant has had a full opportunity to discuss all the facts and circumstances of this case with her attorney, and Defendant has a clear understanding of the charges and the consequences of this plea, including the maximum penalties provided by law.
- (b) No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this written agreement.
- (c) No one has threatened Defendant or her family to induce this guilty plea.
- (d) Defendant is pleading guilty because in truth and in fact she is guilty and for no other reason.

37. Consultation with Attorney. Defendant has discussed this case and this plea with her attorney and states that the following is true:

- (a) Defendant states that she is satisfied with the representation provided

by her attorney.

- (b) Defendant has no complaint about the time or attention her attorney has devoted to this case nor the advice the attorney has given.
- (c) Although Defendant's attorney has given her advice on this guilty plea, the decision to plead guilty is her own decision. Defendant's decision to enter this plea was made after full and careful thought, with the advice of her attorney, and with a full understanding of her rights, the facts and circumstances of the case, and the consequences of the plea.

I. GENERAL PROVISIONS

38. Entire Agreement. This Plea Agreement, and any attachments, is the entire agreement between the parties. Any modifications to this Plea Agreement must be in writing and signed by all parties.

39. Public Interest. The parties state this Plea Agreement is in the public interest and it takes into account the benefit to the public of a prompt and certain disposition of the case and furnishes adequate protection to the public interest and is in keeping with the gravity of the offense and promotes respect for the law.

40. Execution/Effective Date. This Plea Agreement does not become valid and binding until executed by each of the individuals (or their designated representatives) shown below.

J. SIGNATURES

41. Defendant. I have read all of this Plea Agreement and have discussed it with my attorney. I fully understand the Plea Agreement and accept and agree to it without reservation. I do this voluntarily and of my own free will. No promises have been made to me other than the promises in this Plea Agreement. I have not been threatened in any way to get me to enter into this Plea Agreement. I am satisfied with the services of my attorney with regard to this Plea

Agreement and other matters associated with this case. I am entering into this Plea Agreement and will enter my plea of guilty under this Agreement because I committed the crime to which I am pleading guilty. I know that I may ask my attorney and the judge any questions about this Plea Agreement, and about the rights that I am giving up, before entering into the plea of guilty.

Dec. 21-12
Date

Beverly Joan DeRonde
Beverly Joan DeRonde
Defendant

42. Defendant's Attorney. I have read this Plea Agreement and have discussed it in its entirety with my client. There is no Plea Agreement other than the agreement set forth in this writing. My client fully understands this Plea Agreement. I am satisfied my client is capable of entering into this Plea Agreement, and does so voluntarily of her own free will, with full knowledge of her legal rights, and without any coercion or compulsion. I have had full access to the Government's discovery materials, and I believe there is a factual basis for the plea. I concur with my client entering into this Plea Agreement and in entering a plea of guilty pursuant to the Plea Agreement.

1/3/13
Date

B. John Burns, III
B. John Burns, III
Assistant Federal Defender
Capital Square, Suite 340
400 Locust Street
Des Moines, Iowa 50309
Tel: (515) 309-9610
Fax: (515) 309-9625
Email: b._john_burns@fd.org

43. United States. The Government agrees to the terms of this Plea Agreement.

1 | 3 | 13
Date |

Nicholas A. Klinefeldt
United States Attorney

And | *Lhl, AUSA*
for Mary C. Luxa
Assistant United States Attorney
U.S. Courthouse Annex, Suite 286
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Des Moines, Iowa 50309
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Fax: (515) 473-9292
Email: mary.luxa@usdoj.gov

Attachment "A"
STIPULATION OF FACTS

1. At all times material, the Defendant, Beverly Joan DeRonde, resided in Pella, Iowa, in the Southern District of Iowa.
2. Beginning in or about January, 2003, and continuing through on or about June 17, 2010, DeRonde knowingly and willfully devised and participated in a scheme to defraud to obtain money by means of material false representations and promises, by asking various friends, relatives and acquaintances to loan her money for a surprise birthday or anniversary present for her husband, or to purchase equipment to open his own boat repair shop.
3. DeRonde promised to pay large amounts of interest on the loans and sometimes falsely represented that she had a certificate of deposit which she would use to repay the loans.
4. DeRonde often wrote the individual a check repaying the loan, including interest, at the time she borrowed the money. She would then instruct the individual not to negotiate the check until a later date.
5. DeRonde used the United States mail to send letters to the individuals from whom she borrowed, including various excuses as to why she was unable to repay the loan when promised and promising a new date by which she would have the money. In these letters, DeRonde would often instruct the individuals that they needed to keep the loan a secret from her husband.
6. DeRonde did not use the loan proceeds as represented, but instead used the money to purchase antiques, purses, jewelry, Rolex watches, and other consumer items.

7. DeRonde also used the loan proceeds to repay loans she had previously obtained from other individuals.

8. In July, 2009, DeRonde approached E.V.D. asking to borrow money to purchase tools for her husband for their wedding anniversary. DeRonde promised to repay E.V.D. within a week or so, with interest. E.V.D. loaned DeRonde \$14,200.00. DeRonde gave her a check for \$15,200.00, directing her not to cash it until August 4, 2009.

9. On July 24, 2009, DeRonde asked to borrow an additional \$27,000.00 from E.V.D., promising \$3,000.00 in interest. E.V.D. took funds from her certificate of deposit and wrote DeRonde a check for \$27,000.00. DeRonde gave her a check for \$30,000.00, telling her not to cash it until August 21, 2009.

10. On August 25, 2009, DeRonde used the United States mail to send the following letter to E.V.P.:

Just wanted to let you know I did pull off the surprise thanks to you, but went thinking the CD I had to pay you off was due the 25th but its Sept. 25 instead. So still keep this a secret because I am keeping Joel in suspense as how I pulled this off. So on Sept. 25 will be at your house at 1:00 to pay both your checks off plus extra for the wait. Hold everything and still keep this a secret till Sept. 25. Thanks for being such a great friend.

11. DeRonde did not use the money from E.V.D. to purchase tools for her husband, but instead used the money to repay loans she had previously obtained from other individuals.

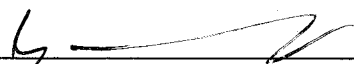
12. DeRonde committed all of the above acts with the intent to defraud.

I certify that the above-stated facts are true and correct.

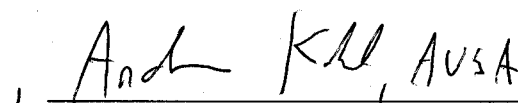
Dec. 21 - 2012
Date

Beverly Joan DeRonde
Beverly Joan DeRonde
Defendant

1/3/13
Date


B. John Burns, III
Assistant Federal Defender
Attorney for Defendant

1/3/13
Date

 And KAL, AVSA
Mary C. Luxa
Assistant United States Attorney